

**CITY OF ATLANTA  
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 10366-ES, STEEL U-CHANNEL POLES**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, GA 30303-0307, and **must be time stamped no later than 2:00 P.M., Tuesday, March 13, 2018.**

**ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.**

Bids will be publicly opened and read at 2:00 P.M. in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, SW, City Hall South, Atlanta, Georgia.

**PURPOSE AND SCOPE:** To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Friday, February 23, 2018**, in the Department of Procurement's Main Office, 1<sup>st</sup> Floor, 55 Trinity Avenue, SW, Suite 1900, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact **Errika Stewart** at (404)865-8533, or by email [estewart@atlantaga.gov](mailto:estewart@atlantaga.gov).

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Errika Stewart, Procurement Specialist Senior at [estewart@atlantaga.gov](mailto:estewart@atlantaga.gov), to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

## INVITATION FOR BID

BID NUMBER: 10366-ES

RTG DATE: Thursday, February 22, 2018

VARIOUS DEPARTMENTS

### SEALED BIDS FOR:

**CITY OF ATLANTA (COA) SPECIFICATION FOR STEEL U-CHANNEL POLES TO BE ORDERED AS NEEDED FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.**

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT  
CITY HALL SOUTH, SUITE 1900  
55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 2:00 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) **Tuesday, March 13, 2018** and at that time will be publicly opened and read in Suite 1900.

**No pre-bid will be held for this solicitation.** The deadline for bidders to submit questions regarding the bid is **Friday, March 02, 2018**. Questions should be submitted via email to **Errika Stewart**, Buyer at [estewart@atlantaga.gov](mailto:estewart@atlantaga.gov). For information, call **404-865-8533**.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. One (1) original ITB in **blue ink** must be submitted and must be marked as an original as well as one (1) ITB copy which must be marked as copy. **If you quote, please sign each "bid sheet" in blue ink. Do not 'white out' entries or your bid may be deemed non-responsive. Put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

**ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.**

<hr/>			<hr/>	
Legal Name of Firm			Authorized Representative/Please Type/Print	
<hr/>			<hr/>	
Address			Signature/Title	
<hr/>			<hr/>	
City	State	Zip Code	Area Code/Telephone Number/Email Address	
<hr/>			<hr/>	
Date Submitted			COA Supplier ID#	

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

**PRICES CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

**MERCHANDISE/SERVICE TO BE DELIVERED: AS DIRECTED**

**NOTE:** Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.10 PER PAGE.

**All Bids are subject to the following:**

**NOTE:** Failure to provide the following information in its entirety will result in a non-responsive bid and ineligible for award.

1. Compliance with City of Atlanta Code, Section 2-1413, Requirements for execution of City contracts and Section 2-1414, Equal Employment Opportunity clause. In conjunction with these Code sections, a completed Contract Employment Report or a current letter of certification from the City of Atlanta Office of Contract Compliance must accompany each bid.
2. Compliance with bidding instructions, terms, and conditions (pages 3 and 4).
3. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
4. Additional instructions and special conditions applicable to indefinite quantity invitations on Annual Contracts.
5. A completed W-9 Request for taxpayer identification number and Certification Form.
6. A Notarized **Illegal Immigration Reform and Enforcement Act (IIREA) Form 1**, only if applicable.
7. Enter your City of Atlanta Supplier ID number on page one (1) of the ITB. A Supplier number can be obtained by registering at [www.atlantaga.gov](http://www.atlantaga.gov).
8. The **Contractor Disclosure and Declaration Form (Form 2)** completed in its entirety. Attach business license and all documents supporting any response marked "Yes".

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

# **CITY OF ATLANTA**

## **DEPARTMENT OF PROCUREMENT**

### **BIDDING INSTRUCTIONS, TERMS AND CONDITIONS**

#### **1. PREPARATION OF BIDS -**

- (a)** Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
- (b)** Unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (c)** Specifications provided herein are intended to be open and non-restrictive. "Any" is used as a minimum standard of quality. When no reference or change is made on proposal by bidder, it is understood that the specific brand item named on proposal shall be furnished by bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference must be clearly stated on bid proposal or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

The City of Atlanta, through the Chief Procurement Officer, Department of Procurement, shall be the sole judge in making determination as to equality.

- (d)** Time of delivery is a part of the consideration and must be stated in specific calendar days that must be adhered to. If the time varies on different items, the bidder shall so state. Failure to state delivery may be cause for disqualification.
- (e)** The City may accept any item or group of items or any bid, unless the bidder qualifies his bid by specific limitations. The right is reserved to reject any or all quotations and to waive technicalities.
- (f)** Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
- (g)** If a prospective offeror elects to submit a NO BID, return the Invitation for Bid Cover sheet and state reason. Otherwise, the bidder may be removed from the mailing list.
- (h)** If federal excise tax applies, show amount of same that has already been deducted in determining your net price. The City is also exempt from state and local sales tax.

2. **EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any information given to a prospective bidder concerning an Invitation for Bids will be furnished to all prospective bidders, as an amendment to the invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of amendments by a bidder must be acknowledged on the bid and a signed addendum returned, attached to the bid.

3. **SUBMISSION OF BIDS** -

(a) **DEFAULT**: The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly, should a vendor fail to perform delivery within the time stated in your bid, he/she may then be declared in default of contract. In such an event, the City may then proceed to purchase in the open market the items from another source, and charge/collect from the defaulting vendor the excess cost to the City, which resulted from such open market purchase.

(b) **PATENT INDEMNITY**: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract, or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

4. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement: (1 ) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5. **PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE PRACTICES** - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all

respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

6. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The contract will be awarded for a term of three (3) year(s) with the option to extend under the same terms and conditions for two (2), one (1) year extensions.
7. Vendor shall complete the Contractor Disclosure and Declaration Form (Form 2) and any other form specified in this Invitation to Bid in its entirety. Please note failure to complete all forms will result in a non-responsive bid and ineligible for award of contract.
8. **SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.**

- (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."

- (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
- (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No.11246 of September 24, 1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.
- (d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.

9. **REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

**Special Conditions**  
**Annual Contract for Commodities/Services**

**1. PURPOSE AND SCOPE:**

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity(ies)/service(s) listed in the attached specifications. Commodities/services will be ordered from time to time as such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

**2. SUPPLY REQUIREMENTS:**

The contractor shall be able to deliver all items that might be requested during the contract period in accordance with the terms and conditions of this bid. In the event a contractor's source should fail to supply any item, at any time, for any reason during the contract term, it will be contractor's responsibility to temporarily supply another item of equivalent quality meeting all specifications of the contract, at contract prices, terms and conditions, as an emergency measure, subject to prior approval of the Chief Procurement Officer, whose decision shall be final. If requested, sufficient and reasonable time may be allowed the contractor to acquire adequate stock to perform on the contract after award is made.

**3. DELIVERY REQUIREMENTS:**

Delivery will be made within the time shown in the specific bid conditions or where called for in the invitation, the time stated by the bidder.

**4. PLACEMENT OF ORDERS:**

Orders will be placed using one of the following methods:

- a. Purchase orders will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b. A blanket order will be issued to those bureaus that have a recurring need for item(s) covered by this Invitation for Bid and will be issued for "as needed" use. Each blanket order issued will state what is needed, as well as a "not-to-exceed" dollar amount. The bureau will be allowed to purchase only those items listed in the awarded contract. Authorization to supply item(s)/services covered by this blanket order may be verbal or written communication from the using department(s).

**5. URGENT REQUIREMENTS:**

In the case of a bona fide emergency, wherein immediate delivery of an order is needed and the successful vendor cannot meet such a requirement, the City reserves the right to order from any vendor that can meet such a delivery requirement without penalty to the City.

**6. RIGHT TO TERMINATE:**

In the event any of the provisions of the contract are violated, the City may serve written notice of its intention to terminate the contract. Such notice will state the reasons for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the contract shall, upon expiration of ten (10) days, be terminated. Further, the City reserves the right to terminate any contract in whole or in part upon giving thirty (30) days prior written notice to the other party.

**7. PLEASE COMPLETE THE FOLLOWING:**

Should a contract result from this invitation:



**TO PLACE VERBAL ORDERS CONTRACT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

**CUSTOMER REPRESENTATIVE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

**BID SIGNER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

IF NOT LOCAL, WILL TOLL FREE TELPHONE SERVICE BE PROVIDED BY THE VENDOR DURING THE EFFECTIVE PERIOD OF THE CONTRACT?

(NO) \_\_\_\_\_

(YES) \_\_\_\_\_

DELIVERS WILL BE MADE AGAINST THIS CONTRACT BY:

VENDOR OWNED EQUIPMENT:

(If yes, the frequency)

(NO) \_\_\_\_\_

(YES) \_\_\_\_\_

COMMERICAL CARRIER:

OTHER (Specify)

(NO) \_\_\_\_\_

(YES) \_\_\_\_\_

Bidder hereby agrees to special conditions of this invitation to bid:

Firm Name:

By:

Title:

**THIS SHEET MUST BE COMPLETED. FAILURE TO DO SO MAY BE REASON FOR REJECTION OF BID.**

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 1 of 8)**

**DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM**

<b>"Affiliate"</b>	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
<b>"Contractor or Vendor"</b>	Any person or entity having a contract with the City of Atlanta ("City").
<b>"Control"</b>	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.
<b>"Respondent or Offeror"</b> (the terms are interchangeably used on this Form)	Any individual or entity that submits a Bid in response to a solicitation.  If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure and Declaration Form where indicated.

**Instructions:** Provide the following information for the entity or individual completing this Form (the "Individual/Entity").

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the Individual/Entity authorized to transact business in the State of Georgia?
 

☐ YES (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)  
☐ NO

**Required Submittal (FORM 2)****Contractor Disclosure and Declaration Form (Page 2 of 8)****C. Questionnaire**

If you answer "YES" to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

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2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? If the answer to this question is "NO", then please proceed to question number 4.

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

**Required Submittal (FORM 2)****Contractor Disclosure and Declaration Form (Page 3 of 8)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(a) directly or indirectly, had a business relationship with the City?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(b) directly or indirectly, received revenues from the City?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer) been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:		
(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:		
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**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 4 of 8)**

**D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 5 of 8)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

**Required Submittal (FORM 2)****Contractor Disclosure and Declaration Form (Page 6 of 8)**

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract; and

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 7 of 8)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public of** \_\_\_\_\_ **(state)**

**My commission expires:** \_\_\_\_\_

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
 \_\_\_\_\_ **(title) of** \_\_\_\_\_ **(entity or partnership name)**  
**this** \_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public of** \_\_\_\_\_ **(state)**

**My commission expires:** \_\_\_\_\_



**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 8 of 8)**

**FOR INTERNAL USE ONLY**

**Project Name/Number:** FC/BID- \_\_\_\_\_  
**Proponent:** \_\_\_\_\_

This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

\_\_\_\_\_  
**Print Name of Procurement Professional**

\_\_\_\_\_  
**Print Title of Procurement Professional**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**Print Name of Chief Procurement Officer**

\_\_\_\_\_  
**Signature of Chief Procurement Officer**

\_\_\_\_\_  
**Date**

**CITY OF ATLANTA**  
**Contract Employment Report**

**PLEASE TYPE OR PRINT IN INK. EACH APPLICABLE ITEM ON THIS FORM MUST BE COMPLETED.**  
**INCOMPLETE FORMS WILL NOT BE PROCESSED.**

**NAME OF FIRM:** \_\_\_\_\_ **TELEPHONE No.** \_\_\_\_\_

**NAME OF OWNER:** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING INFORMATION**

**WHAT TYPE OF BUSINESS WOULD YOUR COMPANY BE ENGAGED IN WITH THE CITY OF ATLANTA?**

**IS YOUR COMPANY AN AFFILIATE OR DIVISION OF A PARENT COMPANY?** \_\_\_\_\_

**IF YOUR COMPANY IS A DIVISION OF A PARENT COMPANY, A CONTRACT EMPLOYMENT REPORT FORM MUST BE COMPLETED FOR THE PARENT COMPANY AS WELL AS THE ATLANTA AREA DIVISION.**

**HAS YOUR COMPANY PREVIOUSLY RECEIVED AN EEO CERTIFICATION FROM THE CITY OF ATLANTA?** \_\_\_\_\_

**PLEASE LIST THE NUMBER OF EMPLOYEES IN EACH CATEGORY**

	Management/ Officials		Professionals Arch, Engineers, etc		Supervisors		Office/Clerical/Sales		Craftsmen/Laborers	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Black										
White										
Asian American										
Native American										
Hispanic										
Other										
<b>TOTAL</b>										

**I CERTIFY THAT ALL REPRESENTATIONS ON THIS CONTRACT EMPLOYMENT REPORT FORM ARE CORRECT AS OF THE DATE STATED.**

\_\_\_\_\_  
**DATE**                      **PRINT PREPARER'S NAME**                      **PREPARER'S SIGNATURE**                      **TITLE**

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**CITY OF ATLANTA SPECIFICATION FOR  
STEEL U-CHANNEL POLES**

**1. SCOPE AND CLASSIFICATION**

1.1 Scope - This specification describes Steel U-Channel Poles to be used by the City of Atlanta, Various Departments.

1.2 Classification – The material(s) must be classified as follows:

GROUP I - STEEL U-CHANNEL POLES

**2. NOTES**

**IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:**

The City may consider valid only those bids, which comply with these instructions:

2.1 In the numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

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2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract is required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract. Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.

2.4 The equipment to be furnished must be currently on production and must be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the

**FIRM NAME**\_\_\_\_\_ **SIGNATURE**\_\_\_\_\_

department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance, and durability requirements.

- 2.5 All bidders must submit two (2) sets of descriptive literature (if applicable) plainly marked with:
- A - Company Name
  - B - Group to which literature pertains for each item and components bid.
- 2.6 This Invitation to Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which must apply to the City of Atlanta.
- 2.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.
- 2.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.
- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.
- 2.10 Successful bidder must provide parts, service, and operating manuals for each unit provided.
- 2.11 Reserved.
- 2.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit on a separate sheet an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price, and expiration date.
- 2.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
  - 2.12.2 In the event options are exercised to purchase units in subsequent years, the provisions as related to parts and services will apply as indicated above.

**FIRM NAME**\_\_\_\_\_ **SIGNATURE**\_\_\_\_\_



- 2.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.
- 2.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract. Nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 2.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.
- 2.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.
- 2.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) must be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor must continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, must constitute contract default.
- 2.18 Escalation/De-Escalation Clause - Preference must be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following must apply:
- 2.18.1 The contract price must be frozen for a specified period. This period must be shown on your bid.
- 2.18.2 Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement not less than 30 days prior to the effective date of any such requested price increase.
- 2.18.3 Any adjustment allowed must consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

2.18.4 No adjustment must be made to compensate a supplier for inefficiency in operation, or for additional profit.

2.18.5 In the event that market media indicators show that the prices for those materials, goods, or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.

2.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the "Lowest Complete and Satisfactory Bidder" which will be in the best interest of the City. The criteria are as follows:

- a. Conformance to Specification
- b. Low Bid
- c. Price
- d. Training - (Amount of Hours and Level Offered)
- e. Parts Availability - (Local Source)
- f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
- g. Financial Capability
- h. Discount Offered
- i. Freight Charges
- j. Delivery Time
- k. Warranty
- l. Vendor Past Performance
- m. Vendor Availability to Perform
- n. Vendor Reference - Vendor must submit three (3) references from individuals, entity, or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form).**

2.20 Will your company accept a portion of this contract? Please check in the appropriate space. \_\_\_\_\_ yes \_\_\_\_\_ no

2.21 Reserved.

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

- 2.22 **Brand Name or Trade Name Instructions** - If items in this Invitation to Bid have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.
- 2.22.1 All bidders, including bidders whose products may be referenced, must clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation to Bid.
- 2.22.2 If the bidder proposes to furnish another product, such products must be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered must be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These must be supplied within seven days, if required.
- 2.22.3 The purchase of any item by the City as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need, and price will constitute purchase determination.
- 2.23 **Alternate Bid** – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. **10366-ES**. Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 2.24 **Records** - A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing of actual parts used in the performance of each job, and description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

- 2.25 Invoices - Invoices must be itemized to show hours of labor, parts, and materials, accessories with unit price and extension, including the applicable purchase order number.
- 2.26 Audit - The vendor must maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records must be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

### 3. REQUIREMENTS

Please state "Compliance" or "Exception" pursuant the instructions contained in paragraph **NOTES** 2.1 and 2.2 of the ITB. Check marks, dittos, or any other markings may not be accepted and your bid could be rejected.

- 3.1 For the purpose of this bid, "Parts" must be defined as components of a unit to be provided by the vendor to the City. "Service" must be defined as the furnishing of labor time or effort by a vendor, to repair or rebuild (where applicable), a part, component, or (where applicable), the unit/item as a whole.
- 3.2 If you quote, please sign each "Bid Sheet" In blue Ink. DO NOT 'white out' entries or your bid may be deemed non-responsive. Put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.3 Please note failure to complete all required forms in detail will result in a non-responsive bid and ineligible for award.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

**FIRM NAME**\_\_\_\_\_ **SIGNATURE**\_\_\_\_\_

- 3.4 Vendor must complete the Contractor Disclosure and Declaration Form (Form 2) in its entirety. If you answer "YES" to any question, please provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.5 **Please note failure to complete the Contractor Disclosure and Declaration Form in detail will result in a non-responsive bid and ineligible for award.**

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.6 Submit the original and one (1) copy of the bid and required attachments.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.7 Vendor must provide like and similar goods or services at the same price quoted in this ITB for the duration of the contract. The provision of like and similar goods will only be permitted if contracted items are discontinued or out of stock. The City of Atlanta will not absorb any increases for like and similar items.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.8 **Vendor must bid on each line item in a group in order for your bid to be considered.**

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

### 3.9 GROUP - I STEEL U-CHANNEL POLES

- 3.9.1 Description - Posts shall be of uniform, modified, flanged channel section, such that the area of contact between the post and sign is symmetrical about the vertical axis of both sign and post. The back side of each sign post shall be formed in such manner so as to insure a solid bearing surface and entire length of the post when posts are installed back to back. The length of the posts shall be either 10 feet or 12 feet as required with a tolerance of  $\pm 1$  inch. The remaining dimensions of the posts shall be as follows:

<u>Dimension</u>	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>	<u>Type IV</u>	<u>Tolerance</u>
Width	3-1/8"	3-1/8"	3-1/8"	3-1/2"	$\pm 1/8$ "
Depth	1-3/8"	1-1/2"	1-5/8"	1-7/8"	$\pm 1/8$ "
Weight/Foot	2.00 lbs.	2.25 lbs.	2.50 lbs.	3.00 lbs.	$\pm 5\%$

The minimum weight of each post, before holes are punched, shall be as specified. Sign posts shall be punched with 3/8 inch diameter holes along the centerline, spaced on 1 inch centers, beginning 1 inch from the top. Each pole shall be beveled at the bottom end to provide a point no greater than 1 inch in width to facilitate driving.

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Compliance

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Exception

- 3.10 Fabrication - The finished posts shall be machine-straightened and shall have a smooth uniform finish, free from injurious defects that affect strength, durability, or appearance. Bolt holes of diameter specified shall be carefully spaced vertically and horizontally, so that holes shall register from back to back application. All holes and sheared ends shall be commercially free from burrs.

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Compliance

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Exception

- 3.11 Finish - All poles shall be painted with weather-resistant, rust-inhibitive, high quality, dark green enamel, which shall produce a hard-mar-resistant coating, free from paint cracks, blisters or other defects. The paint quality shall be such that the finish does not crack or chip. If scratched with a knife,

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

it shall not powder. Paint shall adhere to a 500 hour humidity test and a 150 hour salt spray test in a 5% salt solution. Painting shall be the final process after all fabrication and punching has been completed.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

- 3.12 Orders - The minimum order shall be for (40,000) pounds of poles in any one shipment.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

#### 4. **APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS**

- 4.1 The following document(s), standard(s) or specifications shall apply:

4.1.1 ASTM - A499-64

- 4.2 Material(s), goods, or service(s) covered by this Invitation to Bid shall comply with all Federal Occupational Safety and Health Acts, FAA Standards, and Georgia Occupational Safety and Health Act requirements, where applicable and in effect at time of delivery.

#### 5. **QUALITY ASSURANCE PROVISIONS**

- 5.1 Test and Inspection - It must be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process his/her own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification. If such testing is needed, vendor shall pay for all testing costs.

- 5.2 Certification – Material covered by this specification must be manufacturer original parts or approved by the manufacturer for use in the specified systems. Certification to this standard must be provided with the parts and/or service. It must be the vendor's responsibility to submit, in lieu of the certification, a Compliance Certificate. Full acceptance of the materials must be subject upon findings of suitability as determined under Section 5.1.

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

- 5.3 **Sampling** - It must be the vendor's responsibility to submit a random sample testing in accordance with this specification. Material furnished must be identical to the sample submitted for performance test and must comply with the requirements set forth herein. If the material does not comply with the requirements of this specification, or is not identical to the original sample submitted, the vendor must be required to replace all such materials at their own expense. This includes all handling charges and transportation, with the material that does so comply.
- 5.4 **Quality and Quantity Control** - A system of test and inspection must be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.
- 5.5 **Plant and Facility Inspections** - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.
- 5.6 **Protection** - The vendor must assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.
- 5.7 **Travel Expense** - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits must be absorbed by the supplier after the purchase order has been assigned. Reimbursement by vendor must occur no later than 30 days after invoice.

## **6. PREPARATION FOR DELIVERY**

- 6.1 **Packing** - Packing must be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor must make shipments using the minimum number of containers consistent with the requirements of safe

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_



transit, available mode of transportation and routing. It must be the vendor's responsibility to determine that packing is adequate to assure that all materials must arrive at destination in an undamaged condition ready for intended use.

- 6.2 Marking - All packages must be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 6.3 Shipping - The vendor must follow shipping instructions as stated on the content, purchase order, or contract.
- 6.4 Delivery Schedule and Liability - It must be the vendor's responsibility to maintain the delivery schedule set forth in the vendor's bid. The City must be notified of any change in writing at least ten (10) days prior to the scheduled delivery date. Notice of a delay in shipping, however, must not relieve the vendor from late delivery penalties as outlined below. The vendor is urged to realistically and accurately state its proposed delivery schedule for the items included in the Invitation to Bid Pricing Sheet.

The City may accept partial shipments of goods provided that: (1) the vendor first receives permission in writing from the City to provide a partial shipment and (2) the quantity of goods shipped is greater than fifty percent (50%) of the total purchase order or contract quantity.

The vendor must not, for any reason, delay delivery of items that the City has deemed are necessary to the upkeep of the City. The City of Atlanta reserves the right to require payment of a Late Delivery Penalty by a delinquent vendor. Late delivery penalties will be assessed in the amount of one percent (1%) for each day of delay, up to a maximum of five percent (5%) of the total purchase order or contract amount. The penalty period must commence following a five (5) day grace period from the scheduled delivery date.

If the late delivery penalty payment has not been received by the City by the close of the grace period, all remaining sums under this Agreement must be immediately due and payable (including the five (5) percent late penalty). In addition, the vendor must pay all collection costs incurred by the City, including reasonable attorney's fees, if payment in full has not been received by the City by the close of the grace period.

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**7. WARRANTY**

It must be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the material(s) supplied.

**8. GUARANTEE**

The material must be guaranteed to be free from defects of construction, conception, and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

**9. COVER SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**

**10. A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.**

**11. IF YOU QUOTE, PLEASE SIGN EACH "BID SHEET" IN BLUE INK. DO NOT 'WHITE OUT' ENTRIES OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. PUT THE NAME OF YOUR COMPANY ON EACH OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**

**12. SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID ALONG WITH THE REQUIRED ATTACHMENTS.**

**FIRM NAME**\_\_\_\_\_ **SIGNATURE**\_\_\_\_\_

## VENDOR REFERENCES

PROJECT TYPE: Steel Poles ITB/FC NO.: 10366-ES BUYER/CO: Errika Stewart

PROJECT NAME: Steel U-Channel Poles

Department of Procurement Employees cannot be listed as a Vendor Reference.

\*\*\*\*\*

1. \_\_\_\_\_

Company Name	Contact Person
_____	
Address	City/State/Zip
_____	
Phone Number	County
_____	
COMMENTS: _____	
_____	

2. \_\_\_\_\_

Company Name	Contact Person
_____	
Address	City/State/Zip
_____	
Phone Number	County
_____	
COMMENTS: _____	
_____	

3. \_\_\_\_\_

Company Name	Contact Person
_____	
Address	City/State/Zip
_____	
Phone Number	County
_____	
COMMENTS: _____	
_____	

FIRM NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_



CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT  
55 TRINITY AVENUE, SW, SUITE 1900  
ATLANTA, GEORGIA 30303-0307  
(404) 330-6204

PRICING SHEET  
BID NUMBER  
10366-ES  
Page 1 of 3

QUAN.		UNIT PRICE		TOTAL
*****				
NOTE TO ALL BIDDERS				
IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SPECIFICATION (IF APPLICABLE), VENDOR MUST SUBMIT WITH BID TWO (2) SETS OF DESCRIPTIVE LITERATURE OR <u>YOUR BID MAY NOT BE CONSIDERED.</u>				
Bids shall be held firm for 120 days after bid opening date and time.				
Further, prices shall be held fixed for one year from date of award.				
Quantities listed are estimates, actual orders may vary more or less than indicated.				
Vendor must bid on each line item in a group in order for your bid to be considered.				
*****				
GROUP I – STEEL U-CHANNEL POLES				
1. 10 feet; 2.00 lbs./ ft.	1,000 ea.	\$ _____	\$ _____	
2. 10 feet; 2.25 lbs./ ft.	1,000 ea.	\$ _____	\$ _____	
3. 10 feet; 2.50 lbs./ ft.	1,000 ea.	\$ _____	\$ _____	
4. 10 feet; 3.00 lbs./ ft.	1,000 ea.	\$ _____	\$ _____	
5. 12 feet; 2.00 lbs./ ft.	2,000 ea.	\$ _____	\$ _____	
6. 12 feet; 2.25 lbs./ ft.	2,000 ea.	\$ _____	\$ _____	
7. 12 feet; 2.50 lbs./ ft.	2,000 ea.	\$ _____	\$ _____	
8. 12 feet; 3.00 lbs./ ft.	2,000 ea.	\$ _____	\$ _____	
TOTAL GROUP I		\$ _____		

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE



CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT  
55 TRINITY AVENUE, SW, SUITE 1900  
ATLANTA, GEORGIA 30303-0307  
(404) 330-6204

PRICING SHEET  
BID NUMBER  
10366-ES  
Page 2 of 3

QUAN.	UNIT PRICE	TOTAL
<p>Prices will remain fixed for 12 months.</p>		
<p><b><u>YOU MUST CHECK ONE</u></b></p> <p><input type="checkbox"/> Compliance      <input type="checkbox"/> Exception</p>		

FIRM NAME

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE



CITY OF ATLANTA  
DEPARTMENT OF PROCUREMENT  
55 TRINITY AVENUE, SW, SUITE 1900  
ATLANTA, GEORGIA 30303-0307  
(404) 330-6204

PRICING SHEET  
BID NUMBER  
10366-ES  
Page 3 of 3

QUAN.	UNIT PRICE	TOTAL
<p>EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p>DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p><u>TERMS:</u> BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A <u>MINIMUM</u> OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.</p> <p>*****</p> <p>Upon request, a copy of the bid tabulation will be made available at a cost of \$ .10 per page.</p> <p>*****</p> <p>IF FEDERAL EXCISE TAX APPLIES, SHOW AMOUNT OF SAME WHICH HAS ALREADY BEEN DEDUCTED IN DETERMINING YOUR NET PRICE. THE CITY IS ALSO EXEMPT FROM STATE AND LOCAL SALES TAX (UNLESS THIS AMOUNT IS SHOWN, TAX EXEMPTION CERTIFICATE CANNOT BE ISSUED AND VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF TAX ON NET PRICE QUOTED).</p>		
TERMS	_____ % _____ 30 Days	
DELIVERY: Time Required for Delivery After Receipt Order	_____ Days	

FIRM NAME

SIGNATURE

TITLE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE